

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEBRASKA

DEVIN ASHFORD,)	8:12CV166
)	
Plaintiff,)	
)	
v.)	MEMORANDUM
)	AND ORDER
CITY OF OMAHA, et al.,)	
)	
Defendants.)	

This matter is before the court on its own motion. The court conducted an initial review of Plaintiff's Complaint on October 24, 2012, in which it determined that Plaintiff's claims against Defendants could proceed to service. (Filing No. [14](#).) The court directed the clerk's office to send to Plaintiff 24 blank summons forms for use in completing service of process on Defendants within 120 days from the date of the court's October 24 Memorandum and Order. (*Id.*) The Docket Sheet reflects that the clerk's office sent these blank summons forms to Plaintiff on October 24, 2012. The Docket Sheet also reflects that Plaintiff has not returned the completed summons forms to the clerk's office or completed service of process.

Federal Rule of Civil Procedure 4 requires that service of process be completed "within 120 days after the complaint is filed." [Fed. R. Civ. P. 4\(m\)](#). A court must extend the time for service if a plaintiff shows there was "good cause" for the failure to serve within 120 days. *Id.*; [Adams v. AlliedSignal Gen. Aviation Avionics](#), 74 F.3d 882, 887 (8th Cir. 1996). Upon careful consideration,

IT IS THEREFORE ORDERED that:

1. Plaintiff shall have until April 25, 2013, to show cause why this case should not be dismissed for his failure to effect service of process. If Plaintiff does

not respond, or if good cause is not shown, this action will be dismissed without prejudice and without further notice.

2. The clerk's office is directed to set a pro se case management deadline with the following text: April 25, 2013: deadline for Plaintiff to show cause why service of process was not completed.

DATED this 25th day of March, 2013.

BY THE COURT:

s/ John M. Gerrard
United States District Judge

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